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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

DU PAGE UPHOLSTERY, INC. and )  
JOSEPH RAMOS, d/b/a DU PAGE )  
UPHOLSTERY, as individuals and )  
on behalf of a class, )

Plaintiffs, )

No. 08 C 165

v. )

SMART MORTGAGE CENTERS, INC., )  
and JOHN DOES 1-10, )

Defendants. )

**FILED**  
Feb 6, 2008  
FEB - 6 2008 ym  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

**ANSWER TO  
COMPLAINT - CLASS ACTION  
MATTERS COMMON TO MULTIPLE COUNTS  
INTRODUCTION**

Smart Mortgage Centers, Inc., by and through its attorneys, Nelson Law Offices, P.C.,  
answering the Complaint filed herein, states as follows:

1. Defendant neither admits nor denies the allegations of Paragraph 1 of the Complaint, but demands strict proof thereof.
2. Defendant denies the allegations of Paragraph 2 of the Complaint.

**PARTIES**

3. Defendant neither admits nor denies the allegations of Paragraph 3 of the Complaint, but demands strict proof thereof.
4. Defendant neither admits nor denies the allegations of Paragraph 4 of the Complaint, but demands strict proof thereof.
5. Defendant neither admits nor denies the allegations of Paragraph 5 of the Complaint, but demands strict proof thereof.
6. Defendant admits the allegations of Paragraph 6 of the Complaint.

7. Defendant denies the allegations of Paragraph 7 of the Complaint.

**JURISDICTION AND VENUE**

8. Defendant denies the allegations of Paragraph 8 of the Complaint.

9. Defendant denies the allegations of Paragraph 9 of the Complaint and each and every subparagraph therein.

10. Defendant denies the allegations of Paragraph 10 of the Complaint.

**FACTS**

11. Defendant denies the allegations of Paragraph 11 of the Complaint.

12. Defendant denies the allegations of Paragraph 12 of the Complaint.

13. Defendant denies the allegations of Paragraph 13 of the Complaint.

14. Defendant denies the allegations of Paragraph 14 of the Complaint.

15. Defendant denies the allegations of Paragraph 15 of the Complaint.

16. Defendant denies the allegations of Paragraph 16 of the Complaint.

17. Defendant denies the allegations of Paragraph 17 of the Complaint.

18. Defendant denies the allegations of Paragraph 18 of the Complaint.

**COUNT I – TCPA**

19. Defendant incorporates its answers to Paragraphs 1-18 as its answer to Paragraph 19 of this Count I.

20. Defendant neither admits nor denies the allegations of Paragraph 20 but states that the statute speaks for itself.

21. Defendant neither admits nor denies the allegations of Paragraph 21 but states that the statute speaks for itself.

22. Defendant denies the allegations of Paragraph 22 of the Complaint.

23. Defendant denies the allegations of Paragraph 23 of the Complaint.

24. Defendant denies the allegations of Paragraph 24 of the Complaint.

25. Defendant denies the allegations of Paragraph 25 of the Complaint.

**CLASS ALLEGATIONS**

- 26. Defendant denies the allegations of Paragraph 26 of the Complaint.
- 27. Defendant denies the allegations of Paragraph 27 of the Complaint.
- 28. Defendant denies the allegations of Paragraph 28 of the Complaint and each and every subparagraph therein.
- 29. Defendant denies the allegations of Paragraph 29 of the Complaint.
- 30. Defendant denies the allegations of Paragraph 30 of the Complaint.
- 31. Defendant denies the allegations of Paragraph 31 of the Complaint.
- 32. Defendant neither admits nor denies the allegations of Paragraph 32 of the Complaint and states that the cases speak for themselves.
- 33. Defendant denies the allegations of Paragraph 33 of the Complaint.

**COUNT II – ILLINOIS CONSUMER FRAUD ACT**

- 34. Defendant incorporates its answers to Paragraphs 1-18 as its answer to Paragraph 34 of this Count II.

- 35. Defendant denies the allegations of Paragraph 35 of the Complaint.
- 36. Defendant denies the allegations of Paragraph 36 of the Complaint.
- 37. Defendant denies the allegations of Paragraph 37 of the Complaint.
- 38. Defendant denies the allegations of Paragraph 38 of the Complaint.
- 39. Defendant denies the allegations of Paragraph 39 of the Complaint.
- 40. Defendant denies the allegations of Paragraph 40 of the Complaint.
- 41. Defendant denies the allegations of Paragraph 41 of the Complaint.
- 42. Defendant denies the allegations of Paragraph 42 of the Complaint.

**CLASS ALLEGATIONS**

- 43. Defendant denies the allegations of Paragraph 43 of the Complaint.
- 44. Defendant denies the allegations of Paragraph 44 of the Complaint.

45. Defendant denies the allegations of Paragraph 45 of the Complaint and each and every subparagraph therein.

46. Defendant denies the allegations of Paragraph 46 of the Complaint.

47. Defendant denies the allegations of Paragraph 47 of the Complaint.

48. Defendant denies the allegations of Paragraph 48 of the Complaint.

49. Defendant denies the allegations of Paragraph 49 of the Complaint.

### **COUNT III – CONVERSION**

50. Defendant incorporates its answers to Paragraphs 1-18 as its answer to Paragraph 50 of this Count III.

51. Defendant denies the allegations of Paragraph 51 of the Complaint.

52. Defendant denies the allegations of Paragraph 52 of the Complaint.

53. Defendant denies the allegations of Paragraph 53 of the Complaint.

54. Defendant denies the allegations of Paragraph 54 of the Complaint.

55. Defendant denies the allegations of Paragraph 55 of the Complaint.

56. Defendant denies the allegations of Paragraph 56 of the Complaint.

### **CLASS ALLEGATIONS**

57. Defendant denies the allegations of Paragraph 57 of the Complaint.

58. Defendant denies the allegations of Paragraph 58 of the Complaint.

59. Defendant denies the allegations of Paragraph 59 of the Complaint and each and every subparagraph therein.

60. Defendant denies the allegations of Paragraph 60 of the Complaint.

61. Defendant denies the allegations of Paragraph 61 of the Complaint.

62. Defendant denies the allegations of Paragraph 62 of the Complaint.

63. Defendant denies the allegations of Paragraph 63 of the Complaint.

WHEREFORE, Defendant, Smart Mortgage Centers, Inc., respectfully requests that this Court dismiss the Complaint with prejudice and that Defendant be awarded its costs herein.

A handwritten signature in black ink, appearing to read 'Daniel M. Nelson', written over a horizontal line.

Daniel M. Nelson

Daniel M. Nelson  
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